**REVOLVING LINE OF CREDIT INDEMNITY AND AFFIDAVIT**

**Exhibit “C”**

State of

)

County of )

Before me, the undersigned authority, a Notary Public in and for said county, in said state, personally appeared ​​**,** hereinafter referred to, whether one or more, as Indemnitor, who is known to me and who being first duly sworn, deposes and states as follows:

That Indemnitor is the owner of the following described real estate:

*FOR PROPERTY DESCRIPTION, SEE EXHIBIT “A” ATTACHED HERETO AND MADE PART HEREOF.*

and bearing an address of ​​ (the “Land”). A Revolving Line of Credit (RLC) secured by a mortgage or other security instrument recorded in the Office of the Judge of Probate of Shelby County​​, Tennessee​​ at ​​ in favor of (Lender), encumbers the land.

Iconic Title Agency LLC​​, (title company or closing agent, hereinafter referred to as “closing agent”) has obtained a payoff statement of said RLC as evidenced by a copy attached hereto.

Indemnitor jointly and severally for themselves, their heirs, personal representatives and assigns, do hereby swear and covenant with and certify to the closing agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ that the pay-off statement of the aforementioned RLC is accurate and represent a complete pay-off of their account to a zero balance.

Indemnitor has received no advances on nor written or made any drafts, checks or credit card payments against the aforementioned RLC either (1) increasing the balance due over what is shown on the settlement statement as of this date, or (2) occurring after the date of the Request to Cancel Revolving Credit Loan dated **.**

Indemnitor will not draw down any advances nor write any drafts or checks against the RLC, subsequent to this date.

Indemnitor will fully protect, defend, indemnify, hold and save the closing agent and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ harmless from and against any and all additional sums claimed to be due on the RLC in the event the pay-off statement or settlement statement is inaccurate.

This Affidavit and Indemnity is made to induce the closing agent and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_​​ to issue its policy of title insurance on the Land, free and clear of and without exception to the mortgage or other security instrument securing the RLC.

DONE, this the day of , 20 .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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STATE OF   
  
I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn, make this my affidavit and state:  
  
  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Affiant’s Name  
  
  
Subscribed and sworn to before me on this day of , 20 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Notary Public Signature  
  
My Commission Expires:​​

**EXHIBIT “A”**

**Property Description**

Property Address:

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